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AGREEMENT

BETWEEN

TOWNSHIP OF MARLBORO, NEW JERSEY

AND

MARLBORO TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL NO. 196

JANUARY 1, 1974 THROUGH DECEMBER 31, 1975

*Monmouth County*

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## PREAMBLE

This Agreement, made this            day of            , 1974,  
by and between the TOWNSHIP OF MARLBORO, NEW JERSEY, hereinafter  
referred to as the "Township" or "Employer" and MARLBORO TOWNSHIP  
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL, NO. 196, hereinafter  
referred to as the "Association" or "P.B.A." is designed to  
maintain and promote a harmonious relationship between the  
Township of Marlboro and such of its employees who are within  
the provisions of this Agreement in order that more efficient  
and progressive public service may be rendered.

## ARTICLE I

### RECOGNITION

Section 1. The Employer hereby recognizes the Association as the  
sole and exclusive representative of all the employees in the  
bargaining unit as defined in Article 1, Section 2, herein, for  
the purposes of collective bargaining and all activities and  
processes relative thereto.

Section 2. The bargaining unit shall consist of all patrolmen  
of the Police Department of the Township of Marlboro, New Jersey,  
now employed or hereafter employed.

Section 3. This Agreement shall govern all wages, hours and  
other terms and conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties  
hereto, and their successors.

## ARTICLE II

### ASSOCIATION BUSINESS LEAVE

Section 1. The Employer shall permit members of the Association Grievance Committee (not to exceed a total of three (3) men in number) to conduct the business of the Committee, which consists of conferring with employees on specific grievances, and with management in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the off duty hours of the members.

Section 3. The Employer agrees to grant the necessary time off, without loss of pay, to the members of the Association selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

Section 4. The Employer shall grant time off without loss of pay to the Legislative Delegate to the N. J. State P.B.A., or his designees, to conduct P.B.A. business and to attend State P.B.A. monthly meetings which require their attendance. The President of the Association shall also be granted similar time off, subject to the approval of the Police Director, such approval not to be

unreasonably withheld. The Employer further agrees that the said President and Legislative Delegate, or one designee, shall be granted time off without loss of pay to attend, in an official capacity, as representatives of Marlboro Township Policemen's Benevolent Association, Local No. <sup>196</sup>~~196~~, funerals for police officers who have given their lives in the course of their duties as police officers, provided that such attendance does not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the Police Department up to its proper effectiveness.

### ARTICLE III

#### MANAGEMENT PREROGATIVES

It is understood and agreed that the Township possesses the sole and exclusive right to conduct the Township's business, to manage and direct the affairs of the Police Department, to fulfill its lawful obligations and that all management rights repose in it.

It is further agreed and understood that all rights of management are retained by the Township unless otherwise specifically restricted by this Agreement. This right shall include, but shall not be limited to, the right to:

- (a) Supervision and direction of employees in the performance of their duties.
- (b) Hire.
- (c) Suspend, demote, discharge, or take other disciplinary action for good and just cause, provided, however, such action may be the subject of the grievance and arbitration procedure as hereinafter provided.

#### ARTICLE IV

Subject to approval of the Director of Public Safety, which approval shall not be unreasonably withheld, the Township shall permit the Association, through the P.B.A. President, or his designee, reasonable use of Bulletin Boards in Police Headquarters and the Special Service Bureau for the posting of notices concerning Association business, and activities dealing with the welfare of the employees, including political notices or political advertisements.

#### ARTICLE V

##### OVERTIME

Section 1. If an employee is required to work overtime in excess of and in continuation of his regular day's shift and said overtime amounts to two (2) hours or less, said time shall be credited to accumulated overtime, and the employees shall receive compensatory time off. If, however, said overtime is in excess of two (2) hours, said time shall be paid for as overtime pay.

Section 2. If an employee is required to work on his day off, time off, or vacation day, for less than four (4) hours, he shall be paid for four (4) hours at the overtime rate. If he is required to work more than four (4) hours, he shall be paid for all the time worked at the overtime rate.

Section 3. For purposes of overtime, whenever an employee is required to give up his free time it shall be considered work. This shall include uniform inspection, pistol inspection, schools, courses and meetings.

Section 4. Overtime pay shall be an amount equal to one and one-half times the regular rate for the individual employee.

Section 5. In the event an employee is required to appear in any court of this state, or any state, or any federal court, or grand jury, or before any administrative tribunal, at a time or on a day when said employees are not working or regularly scheduled to work, and such appearance is incidental to a matter arising out of his employment as a police officer, the employee shall receive a minimum of four (4) hours compensatory time off for each day of his appearance, provided however, that in the event the employee is required to testify or appear in the Municipal Court of the Township of Marlboro, then he shall receive a minimum of two (2) hours compensatory time off.

#### ARTICLE VI

##### VACATIONS

Section 1. The Township shall continue its present policy with respect to vacations for employees covered by this Agreement.

#### ARTICLE VII

##### SICK DAYS

Section 1. The Township shall continue its present policy with regard to sick days.

## ARTICLE VIII

### HOLIDAYS

Section 1. The following shall be considered legal holidays during the term of this Agreement:

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Easter Sunday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Section 2. Each employee covered by this Agreement shall be entitled to receive a compensatory day off for each of the forementioned twelve (12) holidays, regardless of whether he works or not on said holiday. The employer agrees to grant such compensatory days off as and when requested by the employee, except where manpower needs of the Department preclude the granting of the day off. When an employee's request for compensatory time off is denied because of the particular manpower needs of the Department on such day, the employee's request for another day off shall be granted as soon as possible after the request is made.

## ARTICLE IX

### HEALTH AND LIFE INSURANCE

Section 1. The Employer agrees to continue in full force and effect the present hospitalization program, including Blue Cross, Blue Shield, Rider J, and Major Medical coverage, for all employees covered by this Agreement.

Section 2. The Township agrees to continue to provide a term group life insurance policy for each employee covered by this Agreement, in an amount not less than \$20,000.00.

## ARTICLE X

### CLOTHING AND EQUIPMENT SUPPLY AND MAINTENANCE

Section 1. The Township agrees to continue in full force and effect its present policy of the employees' clothing and equipment maintenance and supply.

Section 2. The Township shall issue an off-duty firearm to each employee covered by this Agreement.

## ARTICLE XI

### LEGAL ACTIONS AGAINST POLICE OFFICERS

Section 1. In the event an employee covered by this Agreement is charged with a violation of the law or in the event of a civil action which arises out of any act or omission committed by the employee in the course of his employment as a police officer, the Township shall defray all reasonable costs of defending such action, including reasonable attorneys' fees and reasonable costs of appeal, if any. Any adverse judgment returned against such employee shall be paid by the Township and the employee shall be saved harmless and protected from any financial loss resulting therefrom.



## ARTICLE XII

### PENSIONS

Section 1. The Employer shall continue to provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

## ARTICLE XIII

### DISCHARGE OR SUSPENSION

Section 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with and except as modified by the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

## ARTICLE XIV

### GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment but excluding suspensions of not more than five (5) days which are imposed by the Police Director in accordance with the Rules and Regulations of the Police Department. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints may be initiated by an individual employee to the Police Chief or his Deputy. If the complaint is not adjusted satisfactorily at this state and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

Section 3. When the Association wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

The President of the Association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Police Chief or his duly designated representative. The Police Chief shall answer the grievance orally within five (5) days.

Step 2. If a grievance is not resolved at Step 1, or no answer has been received by the Association within the time set forth in Step 1, the grievance may be presented in writing to

the Director of the Division of Police within seven (7) days thereafter. The final decision of said Director shall be given to the Association in writing within fourteen (14) days after the receipt of the grievance by the said Director.

Section 4. If the grievance has not been settled to the satisfaction of the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Director has been received by the Association within the time provided in Step 2, the Association may, within twenty-one (21) days thereafter, demand arbitration of the grievance in accordance with Article XVI, "Arbitration" hereinafter set forth.

#### ARTICLE XV

#### ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. The party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

Section 3. The decision of the Arbitrator shall be in writing, and shall include the reasons for such finding and conclusion.

Section 4. The decisions of the Arbitrator shall be final and binding on the Association, grievant and the Employer. The Arbitrator appointed hereunder shall have the authority and power to interpret and apply the provisions of this Agreement. He shall have no power to change or modify any of the express obligations of the party under this Agreement. The cost of the services of the Arbitrator shall be borne equally by the Employer and the Association. All other expenses incidental to the Arbitration shall be paid by the party incurring the same.

## ARTICLE XVI

### SENIORITY

Section 1. Traditional principles of seniority shall apply to employees covered by this Agreement as to selection of vacation periods and compensatory days off, work assignments, reductions in force, and promotions, where the qualifications of the eligible employees are equal, except where the promotions are governed by Civil Service statutes, rules or regulations. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge.
- (b) Resignation.
- (c) Absence for five (5) consecutive calendar days without leave or notice or justifiable reason for failing to give same.

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action. The interpretation and application of this Article shall be in conformity with all applicable statutes and rules and regulations.

## ARTICLE XVII

### DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the Association. Nor shall the Employer discriminate in favor of, or assist, any other labor or police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Employer nor the Association shall discriminate against any employee because of race, color, creed, color, age, or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

## ARTICLE XVIII

### MAINTENANCE OF STANDARDS

Section 1. In order to avoid the necessity for restating all terms and conditions of employment in the Agreement, it is agreed that all benefits, rights, terms and conditions of employment enjoyed by the employees covered by this Agreement, in effect prior to January 1, 1974, shall remain in full force and effect unless specifically modified by this Agreement.

## ARTICLE XIX

### MUTUAL AID

Section 1. Employees while rendering aid to another community, at the direction of their superiors, are fully covered by workmen's compensation and liability insurance and pension as provided by State Law.

Section 2. The Township shall not require employees covered by this Agreement to work in other communities whose policemen are engaged in a job action, that is, the employees covered by this Agreement shall not be required to engage in strike breaking activities. This will not preclude the use of personnel of the Township of Marlboro to assist another community when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The Township shall not be required to violate any applicable statutes or court decisions.

## ARTICLE XX

### SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXI

BILL OF RIGHTS

Section 1.

(a) Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

(b) The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the member of the force is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) The complete interrogation of the employee shall be recorded mechanically or by a Department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.

(5) The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(6) If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(7) In all cases and in every state of the proceedings in the interest of maintaining the usual high morale of the force, the Department shall afford an opportunity for an employee, if he so requests, to consult with counsel and/or his P.B.A. representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the Force.

## ARTICLE XXII

### WAGES

Section 1. The following shall be the base salary for patrolmen for the year 1974 and 1975:

	<u>1974</u> <u>Effective 1/1/74</u>	<u>1975</u> <u>Effective 1/1/75</u>
Probationary Patrolmen.....	\$ 9,300.00	\$ 9,943.92
Patrolman, Third Class.....	9,576.00	10,150.56
Patrolman, Second Class.....	10,523.34	11,154.74
Patrolman, First Class.....	11,305.38	11,983.32



Cost of Living Increase - It is mutually understood and agreed by the parties that the above salary schedule for 1975 constitutes a 6% increase over the salaries for 1974. It is mutually agreed that in the event that the national cost of living index, as published by the U. S. Department of Labor, or the U. S. Department of Commerce, reflects a cost of living increase in excess of 6% for the year 1974, then and in such event, the base salaries as hereinabove set forth for the year 1975 shall be increased by that percentage of the cost of living increase which is in excess of 6%.

Example: In the event that the cost of living increase for the year 1974 is 6%, there would be no increase in excess of those salaries scheduled for 1975. In the event the cost of living increase for 1974 is 8%, then and in such event, the salaries

#### Article XXII - Wages

as hereinabove specified for 1975, shall be increased by 2%.

Section 2. In addition to the employee's regular salary, as hereinabove provided, he shall receive a longevity increment, to be added to his regular salary, in the amount of 2.5% of his regular salary for each five (5) years of service. For purposes of computing longevity, the service shall commence from the date of hire of the individual patrolman.

Section 3. Any patrolman assigned to the position of detective on a permanent basis, or for a period of six (6) months or more, shall be entitled to receive an additional increase of \$500.00 per annum to be added to his base salary.

### ARTICLE XXIII

#### EDUCATIONAL BENEFITS

Section 1. Any patrolman who attends school shall be reimbursed for the cost of his tuition or academic fees for all courses taken in the field of law enforcement or in the pursuit of a police science degree. Said reimbursement shall be paid to the individual officer at the end of each school semester. A copy of the educational institution's bill for tuition and books shall be submitted to the Department upon request.

Section 2. Any patrolman who attains a police science degree shall receive, in addition to his specified salary, educational incentive pay to be added to such base salary for each and every year thereafter served the Department. The amount of such educational incentive pay shall be \$200.00 per annum for any two (2) year degree (sometimes referred to as an associate's degree); and the sum of \$500.00 for any four (4) year degree. Said educational incentive pay shall be paid initially in the first calendar year in which the patrolman attains the degree.

### ARTICLE XXIV

#### DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1974, and shall remain in full force and effect until December 31, 1975. Prior to the expiration of this Agreement, each party shall designate a person or persons as the permanent negotiators for the respective parties, who shall meet at reasonable times and places, at least once a week. In the event such negotiations do not result in a new executed agreement by December 31, 1975, the parties agree to continue the negotiations and all terms and conditions of the within Agreement shall continue in full force and effect until the new agreement is agreed upon and executed.

ARTICLE XXVI

SIGNATORIES TO THE AGREEMENT

Section 1. It is mutually agreed and understood that the Mayor, or his designee, shall be the signatory to this Agreement on behalf of the Township and the President of Marlboro Township Policemen's Benevolent Association Local No. 196, shall be the signatory on behalf of the Association.

Section 2. It is further agreed that the Township shall adopt or enact all necessary resolutions or ordinances to implement the terms and conditions of the within Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Rose F. [Signature]

ATTEST:

Ray C. [Signature]

TOWNSHIP OF MARLBORO

BY: [Signature]

MARLBORO TOWNSHIP POLICEMEN'S  
BENEVOLENT ASSOCIATION  
LOCAL NO. 196

BY: Joseph L. [Signature]